



DEPARTMENT OF GENERAL SERVICES

Isiah Leggett  
County Executive

David E. Dise  
Director

**MONTGOMERY COUNTY, MARYLAND  
OPEN SOLICITATION AMENDMENT #3  
Open Solicitation #7725101019**

September 7, 2012

PAGE 1 of 2 FOR THE PROCUREMENT OF: Contract for Swim Coaches (Reimbursement)

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DESCRIPTION OF AMENDMENT - THE FOLLOWING CHANGE IS APPLICABLE TO THE SOLICITATION:

**CHANGES**

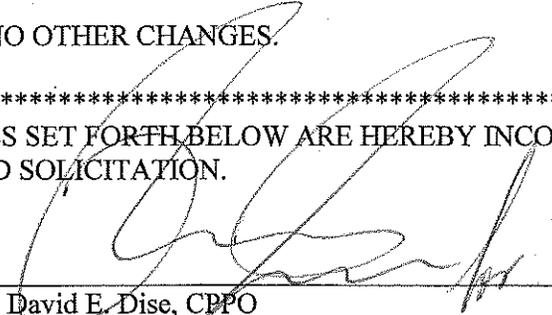
**Replace Page 3 of Exhibit C of Contract for Swim Coaches (Reimbursement) with Revised Page 3**

THERE ARE NO OTHER CHANGES.

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THE CHANGES SET FORTH BELOW ARE HEREBY INCORPORATED INTO THE ABOVE-CITED SOLICITATION.

ISSUED BY:

  
\_\_\_\_\_  
David E. Dise, CPFO  
Director, Department of General Services

(Buyer: KMD)

E. Except as otherwise agreed to by the County, the Contractor must provide all supplies necessary to perform the Scope of Work. The Contractor must not advertise or collect from participants any fee not agreed to in advance by the parties in writing. Each final quarterly request for payment must include a written accounting of all fees collected under any agreement authorizing the Contractor to collect the fees. Failure of the contractor to submit such documentation will result in nonpayment of the request for payment, until such documentation is received. The Contractor is responsible for securing and compensating any personnel necessary to adequately and safely perform the required services under this Contract.

F. The Contractor must submit an invoice in a form acceptable to the County before the County may disburse any compensation to the Contractor. An invoice must not be submitted more frequently than once a month. Distributions by the County are subject to the appropriation of funds by the County Council and are limited to the fees actually collected, less the portion to be retained by the County.

G. The parties agree that, for reasons related to responsible contract administration, the County's requirement to pay amounts owed under this contract is conditioned upon the timely submission by contractor of requests for payment. Accordingly, the Contractor's failure to submit an invoice within 15 days after the last program date may result in nonpayment for services provided under this contract.

### **Article III - REIMBURSEMENT**

The County will reimburse the Contractor for actual and reasonable out-of-pocket expenses incurred in the performance of this Contract with the approval of the Contract Administrator. Reimbursable expenses are limited to those expenses that are essential to the transaction of official County business and actually incurred by the Contractor. The County will reimburse the costs incurred for lodging, meals and incidental expenses to the extent that they do not exceed, on a daily basis, the maximum per diem rates for County employees in effect at the time of travel, as set forth in Montgomery County Administrative Procedure 1-2. Requests for reimbursement must be accompanied by receipts or other verifiable documentation of payment by the Contractor for the following expenses incurred: hotels, transportation, event registration and related fees.

Any airfare costs for which the Contractor seeks reimbursement must be the lowest customary standard, coach, or equivalent, airfare offered during normal business hours. Any costs exceeding those rates are not reimbursable unless the Contractor certifies in the voucher or other documents submitted for reimbursement that those rates are not available. If the Contractor has been given sufficient advance notice by the County of travel requirements to obtain reduced fares, but fails to do so, the County will reimburse only the amount of the lowest fares that would have been available had the Contractor acted properly in reserving them.

### **Article IV - TERM**

The effective date of this Contract begins on \_\_\_\_\_ and upon signature by the Director, Office of Procurement and ends on \_\_\_\_\_ 201\_\_\_. The period in which the Contractor must perform all work under the Contract begins upon issuance of a Notice to Proceed for each class. The Contractor must also perform all work in accordance with time periods stated in the Notice to Proceed.